

10 NOVEMBER 2018

HALCYON SUPER HOLDINGS B.V.

BITGAME LABS HK LIMITED

FACILITY AGREEMENT

HUGH | JAMES

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THIS AGREEMENT IS DATED 10 NOVEMBER 2018

PARTIES

- (1) Halcyon Super Holdings B.V. incorporated and registered in Curacao with company number 148526 whose registered office is at Franshe Bloemweg 4, Curacao (the **Borrower**); and
- (2) Bitgame Labs HK Limited incorporated and registered in Hong Kong with company number 1980546 whose registered office is at 6F, 49 Hollywood Road, Central, Hong Kong (the **Lender**)

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

Availability Period	the period starting from and including the date of this agreement to 10 November 2028.
Business Day	a day other than a Saturday, Sunday or public holiday in London when banks are open for business.
Event of Default	any event or circumstance specified as such in clause 10.
Facility	the term loan facility made available under this agreement.
Indebtedness	any obligation to pay or repay money, present or future, and whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.
Loan	the principal amount of the loan made or to be made by the Lender to the Borrower under this agreement or (as the context requires) the principal amount outstanding for the time being of that loan.
US Dollars and \$	the lawful currency of the United States of America.

Total Facility Amount the maximum principal amount of the Facility referred to in clause 2.

1.2 Interpretation

In this agreement:

- 1.2.1 clause and paragraph headings shall not affect the interpretation of this agreement;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 a reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;
- 1.2.4 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.5 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.6 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this agreement shall be binding on, and

ensure to the benefit of, the parties to this agreement and their respective successors, permitted assigns and permitted transferees;

- 1.2.7 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.8 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.9 a reference to a time of day is to London time;
- 1.2.10 a reference to **writing** or **written** includes fax but not email;
- 1.2.11 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.12 unless the context otherwise requires, a reference to a clause is to a clause of this agreement;
- 1.2.13 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.14 a reference to **directly** or **indirectly** means (without limitation) either alone or jointly with any other person, whether on his own account or in partnership with another (or others) as the holder of any interest in or as officer, employee or agent of or consultant to any other person;
- 1.2.15 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.16 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.17 a reference to a **certified copy** of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the party delivering the document;
- 1.2.18 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;

- 1.2.19 a reference to a **disposal** of any asset, undertaking or business includes a sale, lease, licence, transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions) .

2. **THE FACILITY**

The Lender grants to the Borrower an unsecured term loan facility of a total principal amount not exceeding \$1,000,000 on the terms, and subject to the conditions, of this agreement.

3. **PURPOSE**

- 3.1 The Borrower shall use all money borrowed under this agreement to fund the daily operations of the Borrower.
- 3.2 The Lender is not obliged to monitor or verify how any amount advanced under this agreement is used.

4. **DRAWING**

- 4.1 Subject to the provisions hereof, the Borrower may utilise the Facility in a single amount on any Business Day during the Availability Period. To do this, the Borrower shall give the Lender at least one Business Day's prior notice of the date on which the Borrower wants to draw the Loan. The amount of the Loan shall not exceed the Total Facility Amount.
- 4.2 Any amount of the Facility not drawn down during the Availability Period will automatically be cancelled.

5. **INTEREST**

- 5.1 The Borrower shall pay interest on the Loan at the rate of 6% per annum.
- 5.2 Interest shall accrue daily and shall be payable monthly, in arrear, on the last Business Day of each month.
- 5.3 If the Borrower fails to make any payment due under this agreement on the due date for payment, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment), at 1% above the rate specified in clause 5.1 Interest accrued under this clause 5.3 shall be immediately payable by the Borrower on demand by the Lender.

6. **REPAYMENT**

6.1 Subject to the provisions hereof, the Borrower shall repay the Loan and all interest accrued on demand by the Lender.

6.2 If the Borrower ceases to continue operations, the Lender may, by notice, declare that the Facility be immediately cancelled, whereupon any and all of the Lender's obligations shall be immediately cancelled and all amounts outstanding under this agreement shall become immediately due and payable together with accrued interest thereon and any other amounts payable under this agreement.

7. **COSTS**

7.1 The Borrower shall promptly on demand pay the Lender the amount of all costs and expenses of whatever nature (together with any value added tax on them) that the Lender incurs in connection with the negotiation and preparation, amendment, extension, alteration, preservation and enforcement of the Loan and/or this agreement.

7.2 The Borrower shall pay any stamp, documentary and other similar duties and taxes to which this agreement may be subject or give rise and shall indemnify the Lender against any losses or liabilities which it may incur as a result of any delay or omission by the Borrower in paying any such duties or taxes.

8. **PAYMENTS**

8.1 All payments made by the Borrower under this agreement shall be in US Dollar and in immediately available cleared funds to the Lender at any account as the Lender may notify the Borrower.

8.2 If any payment becomes due on a day which is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.

8.3 All payments made by the Borrower under this agreement shall be made in full, without set-off, counterclaim or condition and free and clear of and without any deduction or withholding, provided that, if the Borrower is required by law or regulation to make such deduction or withholding, it shall:

- 8.3.1 ensure that the deduction or withholding does not exceed the minimum amount legally required;
- 8.3.2 pay to the relevant taxation, or other authorities, as appropriate, the full amount of the deduction or withholding;
- 8.3.3 furnish to the Lender, within the period for payment permitted by the relevant law, either:
 - (a) an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or
 - (b) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
- 8.3.4 pay to the Lender such additional amount as is necessary to ensure that the net full amount received by the Lender after the required deduction or withholding is equal to the amount that the Lender would have received had no such deduction or withholding been made.

9. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 9.1 The Borrower represents and warrants, on the date of this agreement:
 - 9.1.1 all necessary corporate and other action has been taken to authorise it to enter into this agreement;
 - 9.1.2 no limit on its powers or those of its directors will be exceeded as a result of any drawing made pursuant to this agreement; and
 - 9.1.3 its obligations under this agreement are legal, valid, binding and enforceable.
- 9.2 The Borrower undertakes to deliver to the Lender on the date hereof a certified copy of a resolution of the Borrower's directors authorising entry into and performance of this agreement, in form and content acceptable to the Lender.

10. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in this clause (other than clause 10.13) is an Event of Default.

- 10.1 The Borrower fails to pay any sum due under this agreement when due.
- 10.2 The Borrower fails (other than by failing to pay), to comply with any provision of this agreement and (if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 14 Business Days of the earlier of:
 - 10.2.1 the Lender notifying the Borrower of the default and the remedy required; and
 - 10.2.2 the Borrower becoming aware of the default.
- 10.3 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this agreement is (or proves to have been incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.
- 10.4 The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due.
- 10.5 The value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities)
- 10.6 A moratorium is declared in respect of any Indebtedness of the Borrower.
- 10.7 Any action, proceedings, procedure or step is taken for:
 - 10.7.1 the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
 - 10.7.2 the composition, compromise, assignment or arrangement with any creditor; or
 - 10.7.3 the appointment of a liquidator, receiver, administrative receiver, administrator, manager or other similar officer in respect of the Borrower or any of its assets.
- 10.8 The Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties)

- 10.9 Any event occurs in relation to the Borrower similar to those in clause 10.4 to clause 10.8.
- 10.10 (inclusive) under the laws of any applicable jurisdiction.
- 10.11 A distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or sued out on, or against, the Borrower's assets having an aggregate value of \$5,000,000 (or its equivalent in other currencies) and is not discharged or stayed within 30 days.
- 10.12 Any provision of this agreement is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.
- 10.13 At any time after an Event of Default has occurred which is continuing, the Lender may, by notice to the Borrower:
- 10.13.1 cancel all outstanding obligations of the Lender under this agreement whereupon they shall immediately be cancelled;
- 10.13.2 declare that the Loan (and all accrued interest and all other amounts accrued or outstanding under this agreement) is immediately due and payable, whereupon they shall become immediately due and payable; or
- 10.13.3 declare that the Loan be payable on demand, whereupon it shall immediately become payable on demand by the Lender.

11. CALCULATIONS AND CERTIFICATES

- 11.1 Any interest under this agreement shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and a year of 365 days.
- 11.2 If the Lender issues any certificate, determination or notification of a rate or any amount payable under this agreement, it shall be conclusive evidence (in the absence of manifest error) of the matter to which it relates and shall contain reasonable details of the basis of determination.

12. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

- 12.1 No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative)

- 12.2 A waiver of any right or remedy under this agreement or by law, or any consent given under this agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 12.3 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this agreement. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this agreement by the Lender shall be effective unless it is in writing.
- 12.4 The rights and remedies provided under this agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

13. **SEVERANCE**

If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this agreement.

14. **ASSIGNMENT**

Neither party may assign any of its rights or transfer any of its rights and obligations under this agreement without the written consent of the other.

15. **NOTICES**

- 15.1 Any notice or other communication given to a party under or in connection with this agreement shall be:
- 15.1.1 in writing;
 - 15.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent to any address as is notified in writing by one party to the other from time to time.

15.2 Any notice or other communication given by either party shall be deemed to have been received:

15.2.1 if delivered by hand, at the time it is left at the relevant address;

15.2.2 if posted by pre-paid first-class post or the next working day delivery service, on the second Business Day after posting; and

A notice or other communication given as described in clause 15.2.1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

15.3 A notice or other communication given under or in connection with this agreement is not valid if sent by email.

16. **COUNTERPARTS**

16.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

16.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

16.3 No counterpart shall be effective until each party has executed at least one counterpart.

17. **THIRD PARTY RIGHTS**

17.1 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

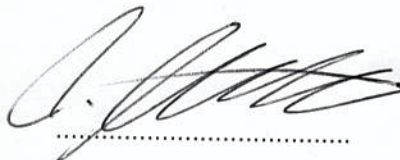
17.2 The rights of the parties to rescind or agree any amendment or waiver under this agreement are not subject to the consent of any other person.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 18.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, this agreement or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

For and behalf of Halcyon Super Holdings B.V.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a dotted line.

For and behalf of Bitgame Labs HK Limited

A handwritten signature in blue ink, featuring a large initial 'B' and a long horizontal stroke, positioned above a dotted line.